

Holwell

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SINORICHES GLOBAL LIMITED,

Plaintiff,

- against -

NEW OCEAN SHIPPING CO., LTD.,
a/k/a NEW OCEAN INTERNATIONAL SHIPPING
CO. LTD., MULTIOLOGISTICS SRL, and
ARO STEEL SRL,

Defendants.

07-CIV-5779 (RJH)

**AMENDED
EX PARTE ORDER FOR
PROCESS OF MARITIME
ATTACHMENT AND
APPOINTMENT TO
SERVE PROCESS**

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Richard J. Holwell, District Judge:

On December 27, 2007, Plaintiff filed an Amended Verified Complaint seeking damages of \$706,962.00 arising from Defendants' breach of a maritime contract commonly known as a charter party and breach of workmanships performance when discharging cargo. That same day, Plaintiff also moved for the Court to issue, *ex parte*, Process of Maritime Attachment and Garnishment ("Process") under Rule B of the Supplemental Rules for Certain Admiralty Claims. The Process would command the U.S. Marshal or other designated process server to attach any and all of the Defendants' property within this District, up to the amount of Plaintiff's claim under the charterparty. The Court has reviewed the Amended Verified

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As to defendant ARO Steel SRL, the Court finds that the complaint does not state the circumstances from which plaintiff's claim arises with the particularity required by Rule E(2)(c). From the complaint it is unclear whether plaintiff is a party to the maritime contract in which ARO allegedly agreed to be responsible for emurrage (Compl. ¶ 27), and if plaintiff was not a party to the contract, on what basis plaintiff may enforce it.

Complaint and the supporting affidavit of William R. Bennett, III, and finds that the requirements of Rule B appear to be satisfied as to defendant's New Ocean Shipping Co. Ltd. and Multilogistics SRL only.

Plaintiff also sought to appoint Mr. Bennett, or any other person appointed by Bennett, Giuliano, McDonnell & Perrone, LLP, counsel for Plaintiff, to serve Process in this matter. The Court has reviewed Mr. Bennett's affidavit and found that the appointment would result in substantial economics in time and expense, and signed an Order of Appointment.

Accordingly, it is hereby

ORDERED that Process under Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims shall issue against ~~Defendants' assets~~ the assets of New Ocean and Multilogistics in this district consisting of cash, funds, freight, and hire credits in the hands of BNP Baribas, Fortis Bank, JP Morgan Chase, Deutsche bank, HSBC (USA) Bank, Doha Bank, American Express Bank, Citibank, and/or other New York City banks and financial institutions, in an amount up to and including \$706,962.00. Subsequent supplemental service may be made by fax or email on the garnishing banks and financial institutions. It is further

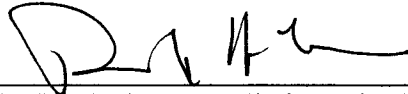
ORDERED that any person claiming an interest in the property attached or garnished pursuant to this order shall, upon application to the Court, be entitled to a prompt hearing at which the Plaintiff shall be required to show cause why the attachment and garnishment should not be vacated or other relief granted. It is further

ORDERED that supplemental process enforcing this Order may be issued by the Clerk upon application without further order of the Court. It is further

ORDERED that a copy of this Order be attached to and served with the Process.

Dated: 1/7/08
New York, New York

SO ORDERED


UNITED STATES DISTRICT JUDGE

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